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UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

DAN VIGDOR, an individual; STEPHEN
BRADWAY, an individual,

Case No.: 3:18-cv-04573-LB

COMPLAINT FOR:

1. INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS
2. INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE
3. NEGLIGENT INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE
4. BREACH OF FIDUCIARY DUTY

[JURY TRIAL DEMANDED; PUNITIVE DAMAGES SOUGHT]

ANDREW KARAM, an individual; FASSIL BEFEKADU, an individual; ROCKET STREET VENTURES LLC, a California limited liability company; RKS B GMBH PHILIP RESIBERGER, an unknown entity; ANTHONY SOOHOO AND MARLEE SOOHOO REVOCABLE TRUST, an unknown entity; THREE KINGDOMS CAPITAL PARTNERS, L.P., a Delaware limited partnership; JOHN AND ISABELE KRYSTYNAK 2011 FAMILY TRUST, an unknown entity; ANKUR NAGPAL, an individual; WARREN KONKEL, an individual; ADAM FOROUGHI, an individual; VANDANA SHAH AND PRAFUL SHAH REVOCABLE LIVING TRUST, an unknown entity; RAJAN SHAH, an individual; THE ETERNAL BLISS LIMITED PARTNERSHIP, a California limited partnership; MITUL MAHESH SHAH, an individual; MICHAEL LEVINTHAL IRRA, an unknown entity; KARL JACOB III, an individual; 500

1 STARTUPS, L.P., a Delaware limited
2 partnership; ROSE PARTNERS LLC, an
3 unknown entity; STEPHEN TALARICO, an
4 individual; and DOES 1-50, inclusive,

5 Defendants.
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1 Plaintiffs DAN VIGDOR (“Vigdor”) and STEPHEN BRADWAY (“Bradway”) (collectively
 2 referred to as “Plaintiffs”), allege as follows:

3 **THE PARTIES**

4 1. Vigdor is an individual who is a resident of Florida. Vigdor is an investor in Super
 5 Lucky Casino, Inc. (“Super Lucky”) having invested \$100,000 into the company on or about January
 6 25, 2012. In exchange, Vigdor, among other rights, received a Convertible Promissory Note
 7 (“Security”) (attached as Exhibit A) with rights to convert his Security into shares of Super Lucky
 8 stock pursuant to the terms of the Security and a corresponding September 11, 2011 Note Purchase
 9 Agreement (“NPA”) (attached as Exhibit B).

10 2. Bradway is an individual who is a resident of North Carolina. Bradway is an investor
 11 in Super Lucky, having invested \$100,000 into the company on or about January 25, 2012. In
 12 exchange, Bradway, among other rights, received a Security (attached as Exhibit C) with rights to
 13 convert his Security into shares of Super Lucky stock pursuant to the terms of the Security and NPA.

14 3. Plaintiffs are informed and believe, and based thereon allege: Defendant Andrew
 15 Karam (“Karam”) resides in a state different than Vigdor and Bradway, and invested in Super Lucky
 16 receiving a Security pursuant to the same NPA which Plaintiffs are bound by, which mandates that
 17 all Securities are governed by California law and are performed entirely in California.

18 4. Plaintiffs are informed and believe, and based thereon allege: Defendant Fassil
 19 Befekadu (“Befekadu”) resides in a state different than Vigdor and Bradway, and invested in Super
 20 Lucky receiving a Security pursuant to the same NPA which Plaintiffs are bound by, which mandates
 21 that all Securities are governed by California law and are performed entirely in California.

22 5. Plaintiffs are informed and believe, and based thereon allege: Defendant Rocket Street
 23 Ventures LLC (“Rocket Street”) is a California limited liability company with its principle place of
 24 business in San Francisco, California, and invested in Super Lucky receiving a Security pursuant to
 25 the same NPA which Plaintiffs are bound by, which mandates that all Securities are governed by
 26 California law and are performed entirely in California.

27 6. Plaintiffs are informed and believe, and based thereon allege: Defendant RKS B GmbH
 28 Philip Resiberger (“RKS B”) is an unknown entity, and invested in Super Lucky receiving a Security

1 pursuant to the same NPA which Plaintiffs are bound by, which mandates that all Securities are
2 governed by California law and are performed entirely in California.

3 7. Plaintiffs are informed and believe, and based thereon allege: Defendant Anthony
4 Soohoo and Marlee Soohoo Revocable Trust (“Soohoo Trust”) is an unknown entity, and invested in
5 Super Lucky receiving a Security pursuant to the same NPA which Plaintiffs are bound by, which
6 mandates that all Securities are governed by California law and are performed entirely in California.

7 8. Plaintiffs are informed and believe, and based thereon allege: Defendant Three
8 Kingdoms Capital Partners, L.P. (“Three Kingdoms”), is a Delaware limited partnership with its
9 principal place of business in San Francisco, California, and invested in Super Lucky receiving a
10 Security pursuant to the same NPA which Plaintiffs are bound by, which mandates that all Securities
11 are governed by California law and are performed entirely in California.

12 9. Plaintiffs are informed and believe, and based thereon allege: Defendant John and
13 Isabele Krystynak 2011 Family Trust (“Krystynak Trust”) is an unknown entity, and invested in
14 Super Lucky receiving a Security pursuant to the same NPA which Plaintiffs are bound by, which
15 mandates that all Securities are governed by California law and are performed entirely in California.

16 10. Plaintiffs are informed and believe, and based thereon allege: Defendant Ankur
17 Nagpal (“Nagpal”) resides in a state different than Vigdor and Bradway, and invested in Super Lucky
18 receiving a Security pursuant to the same NPA which Plaintiffs are bound by, which mandates that
19 all Securities are governed by California law and are performed entirely in California.

20 11. Plaintiffs are informed and believe, and based thereon allege: Defendant Warren
21 Konkel (“Konkel”) resides in a state different than Vigdor and Bradway, and invested in Super Lucky
22 receiving a Security pursuant to the same NPA which Plaintiffs are bound by, which mandates that
23 all Securities are governed by California law and are performed entirely in California.

24 12. Plaintiffs are informed and believe, and based thereon allege: Defendant Adam
25 Foroughi (“Foroughi”) resides in a state different than Vigdor and Bradway, and invested in Super
26 Lucky receiving a Security pursuant to the same NPA which Plaintiffs are bound by, which mandates
27 that all Securities are governed by California law and are performed entirely in California.

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1 13. Plaintiffs are informed and believe, and based thereon allege: Defendant Vandana
 2 Shah and Praful Shah Revocable Living Trust (“Shah Trust”) is an unknown entity, and invested in
 3 Super Lucky receiving a Security pursuant to the same NPA which Plaintiffs are bound by, which
 4 mandates that all Securities are governed by California law and are performed entirely in California.

5 14. Plaintiffs are informed and believe, and based thereon allege: Defendant Rajan Shah
 6 (“R. Shah”) resides in a state different than Vigdor and Bradway, and invested in Super Lucky
 7 receiving a Security pursuant to the same NPA which Plaintiffs are bound by, which mandates that
 8 all Securities are governed by California law and are performed entirely in California.

9 15. Plaintiffs are informed and believe, and based thereon allege: Defendant The Eternal
 10 Bliss Limited Partnership (“Eternal Bliss”), is a California limited partnership with its principal place
 11 of business in Bakersfield, California, and invested in Super Lucky receiving a Security pursuant to
 12 the same NPA which Plaintiffs are bound by, which mandates that all Securities are governed by
 13 California law and are performed entirely in California.

14 16. Plaintiffs are informed and believe, and based thereon allege: Defendant Mitul
 15 Mahesh Shah (“M. Shah”) resides in a state different than Vigdor and Bradway, and invested in Super
 16 Lucky receiving a Security pursuant to the same NPA which Plaintiffs are bound by, which mandates
 17 that all Securities are governed by California law and are performed entirely in California.

18 17. Plaintiffs are informed and believe, and based thereon allege: Defendant Michael
 19 Levinthal IRRA (“Levinthal”) is an unknown entity, and invested in Super Lucky receiving a Security
 20 pursuant to the same NPA which Plaintiffs are bound by, which mandates that all Securities are
 21 governed by California law and are performed entirely in California.

22 18. Plaintiffs are informed and believe, and based thereon allege: Defendant Karl Jacob
 23 III (“Jacob”) resides in a state different than Vigdor and Bradway, and invested in Super Lucky
 24 receiving a Security pursuant to the same NPA which Plaintiffs are bound by, which mandates that
 25 all Securities are governed by California law and are performed entirely in California.

26 19. Plaintiffs are informed and believe, and based thereon allege: Defendant 500 Startups,
 27 L.P. (“500 Startups”) is a Delaware limited partnership with its principal place of business in San
 28 Francisco, California, and invested in Super Lucky receiving a Security pursuant to the same NPA

which Plaintiffs are bound by, which mandates that all Securities are governed by California law and are performed entirely in California.

20. Plaintiffs are informed and believe, and based thereon allege: Defendant Rose Partners LLC is (“Rose Partners”) is an unknown entity, and invested in Super Lucky receiving a Security pursuant to the same NPA which Plaintiffs are bound by, which mandates that all Securities are governed by California law and are performed entirely in California.

21. Plaintiffs are informed and believe, and based thereon allege: Defendant Stephen Talarico (“S. Talarico”) resides in a state different than Vigdor and Bradway, and invested in Super Lucky receiving a Security pursuant to the same NPA which Plaintiffs are bound by, which mandates that all Securities are governed by California law and are performed entirely in California.

22. Plaintiffs do not know the true names and capacities of the Defendants sued herein as Does 1 through 50, inclusive, and therefore sue such Defendants by such fictitious names. Plaintiffs will ask leave of the court to amend their complaint when the true names and capacities of such fictitious names of Defendants are ascertained. Plaintiffs are informed and believe and thereon allege that such fictitiously named Defendants are liable to Plaintiffs for the facts and circumstances herein alleged.

23. Plaintiffs are informed and believe and thereupon allege that Does 1 through 50 inclusive, are friends, partners, co-conspirators, business partners, co-investors, and/or agents of each other, and aided and abetted each other in committing the acts complained of herein.

JURISDICTION AND VENUE

24. Plaintiffs bring their Complaint under federal diversity jurisdiction, 28 U.S.C. 1332, as the parties are completely diverse in citizenship and the amount in controversy exceeds \$75,000.

25. Venue in this District is proper under 28 U.S.C. § 1391. On information and belief, a substantial part of the acts complained of herein has occurred in this District. Super Lucky is a California corporation with its principal place of business at 703 Market Street, Suite 350, San Francisco, California 94103. Further, Plaintiffs are informed and believe that several Defendants reside or have their principal place of business in this District.

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GENERAL ALLEGATIONS COMMON TO ALL CLAIMS

A. Plaintiffs and Defendants Invest in the Start-Up Company Super Lucky.

26. On or about August 24, 2011, 12 Gigs, Inc. was incorporated and formed in California by Nicholas Talarico (“Talarico”) and Bret Terrill (“Terrill”), as co-founders of 12 Gigs, Inc. On or about July 18, 2014, 12 Gigs changed its name to Super Lucky Casino, Inc., through a corporate filing with the California Secretary of State. Hereinafter, 12 Gigs, Inc., now known as Super Lucky Casino, Inc., is referred to as “Super Lucky” or “the Company.”

27. Plaintiffs are informed and believe and based thereon allege that in its infancy, Super Lucky was a fledgling start-up company engaged in, and is still engaging in, the business of developing mobile and Facebook applications for entertainment which simulate the casino and related gaming experience for users. Super Lucky develops and sells mobile phone apps and games.

28. In January 2012, Plaintiffs invested hundreds of thousands of dollars into Super Lucky when it was a fledgling start-up company needing funds to get off the ground. In exchange for Plaintiffs' large investment, Plaintiffs each received a Security conferring onto them a right to convert the investment into shares of Super Lucky stock. Plaintiffs possessed full control of whether or not to convert.

29. During Plaintiffs' communications with Super Lucky, Plaintiffs understood that Super Lucky needed to raise funds for its company to help it continue to grow. Super Lucky was at a critical juncture in its infancy and needed cash fast to help sustain its growth. It was clear that Plaintiffs were not just investing money as simple loans whereby Plaintiffs would receive a return of interest only; Plaintiffs understood that they were investing and risking large sums of their own money in an unproven company in exchange for the opportunity to become significant shareholders in Super Lucky. All investors in Super Lucky, including Plaintiffs and Defendants, knew that the purpose and intent of all their investments in Super Lucky were to share in the success and profit of Super Lucky when their Securities converted to shares of equity in Super Lucky.

30. On January 25, 2012, Plaintiffs invested in Super Lucky in exchange for securities convertible into shares of Super Lucky stock and based on the September 26, 2011 NPA.

a. See Vigdor's Security attached hereto as Exhibit A;

- b. See NPA attached hereto as Exhibit B; and
- c. See Bradway's Security attached hereto as Exhibit C.

31. From on or about September 2011 to September 2012, Defendants Karam, Befekadu, Rocket Street, RKS, Soohoo Trust, Three Kingdoms, Krystynak Trust, Nagpal, Konkel, Foroughi, Shah Trust, R. Shah, Eternal Bliss, M. Shah, Levinthal, Jacob, 500 Startups, Rose Partners, and S. Talarico (collectively “Defendants”) invested various amounts of money in Super Lucky, each also receiving convertible Securities governed by the same NPA that Plaintiffs’ Securities were governed by. Hereinafter the term “Securities” refers to each Security that Super Lucky gave to Plaintiffs and Defendants.

32. All of the Securities sold to Plaintiffs and Defendants by Super Lucky were separate agreements pursuant to NPA section 7.8.

33. The fact that ***conversion***, not repayment, was the specific intended purpose of all of the Securities is expressly written into Page 1 of the NPA (attached as Exhibit B), which explicitly states:

WHEREAS, the parties *intend* for the Company to issue in return for the Consideration one or more [Securities] convertible into shares of the Company's Equity Securities.

34. Plaintiffs are informed and believe and thereupon allege that Super Lucky always understood and agreed that the spirit and intent of the deal was that Plaintiffs would be converted.

35. Plaintiffs' investment in Super Lucky, and the Securities they received, were not intended to be simple loans. Rather, the intent was always conversion.

B. The Securities Do Not Allow Repayment of Plaintiffs' Investment Without Plaintiffs' Consent.

36. Prepayment of Plaintiffs' investment (i.e., before the Maturity Date) by Super Lucky was not permitted absent Plaintiffs' written consent pursuant to the terms of the Securities and NPA, nor was prepayment permitted after the Maturity Date.

37. As set forth in their Securities and the NPA, the Securities had a Maturity Date of January 25, 2015 (36 months after execution of the Security) per Section 1(h) of the NPA.

1 38. The Maturity Date on both of Plaintiffs' Securities came and went without repayment
 2 of the notes by Super Lucky.

3 39. In order to repay Plaintiffs' Securities *after* the Maturity Date, assuming Plaintiffs also
 4 consented to same, Page 1 of the Securities provides that Super Lucky can pay back the Securities
 5 *only* upon receipt of a written ***demand*** from the majority investors to pay back all of the Securities:

6 Unless earlier converted into Conversion Shares pursuant to Section 2.2 of
 7 that certain Note Purchase Agreement dated September 26, 2011 among the
 8 Company, Lender and certain other investors (the "Purchase Agreement").
 9 the principal and accrued interest shall be due and payable by the Company
on demand by the Majority [investors] at any time after the Maturity Date.
 (See Exhibits A and C, Page 1)

10 40. Plaintiffs are informed and believe and based thereon allege that at all times relevant
 11 herein, the majority investors, who are the Defendants in this case, never made a **demand** to pay back
 12 the principal and accrued interest on all of the Securities, as required by Page 1 of the Security after
 13 the Maturity Date. Nor did Plaintiffs ever consent (written, verbal, or any other form) to same.

14 41. Furthermore, to additionally protect investors such as Plaintiffs herein, from
 15 detrimental, material, adverse, and/or disproportionate treatment from other investors, Section 7.8 of
 16 the NPA, which all Defendants knew about because it was in their own agreements, limits the extent
 17 to which a majority of the investors may amend the Securities or NPA, waive any term thereof, or
 18 consent to acts against another investor when such amendment, waiver, or consent will materially
 19 and adversely affect and disproportionately treat another investor:

20 "Nonetheless, any term of this Agreement or the [Securities] may be
 21 amended and the observance of any term of this Agreement or the
 22 [Securities] may be waived (either generally or in a particular instance and
 23 either retroactively or prospectively), with the written consent of the
 24 Company and the Majority [investors]; *provided, however, that any such*
amendment, waiver or consent [of the Securities] that materially and
adversely treats one or more Lenders in a manner that is disproportionate
*to such treatment of all other Lenders (i.e., not on a *pari passu* basis),*
such amendment or waiver shall also require the written consent of the
Lenders disproportionately treated. This Section 7.8 may not be amended
 25 without the written consent of the Company and *all* Lenders."

26 42. Likewise, to further protect the investors like Plaintiffs herein, from detrimental,
 27 material, adverse, and/or disproportionate treatment by the other investors, Section 7.9 of the NPA,
 28 which all Defendants knew about because it was in their own agreements, further limits the extent to

1 which a majority of the investors may consent or vote to diminish or eliminate the rights of another
2 investor who will be materially and adversely affected and treated disproportionately:

3 Each Lender acknowledges that by the operation of Section 7.8 hereof, the
4 Majority [investors] will have the right and power to diminish or eliminate
5 all rights of such Lender under this Agreement and each Note issued to such
6 Lender; *provided, however, that any such amendment, waiver or consent*
that materially and adversely treats one or more Lenders in a manner that
is disproportionate to such treatment of all other Lenders (i.e., not on a
parri passu basis), such amendment or waiver shall also require the
written consent of the Lenders disproportionately treated.

8 43. No clause in the Securities or NPA allows for Super Lucky to repay Plaintiffs'
9 investment at any time without Plaintiffs' consent. No clause in the Securities or NPA allows
10 Defendants to vote to amend or modify Plaintiffs' Securities to allow repayment at any time without
11 (1) the written consent of Super Lucky; (2) Plaintiffs' written consent; and (3) the majority of
12 investors' written consent. Defendants knew Plaintiffs', Super Lucky's and the majority investors'
13 written consent was required before modifying Plaintiffs' Securities as explained in the NPA.

14 **C. Super Lucky Was in the Process of Converting the Securities of All Investors,
15 Including Plaintiffs and Defendants, Into Shares of Equity of Super Lucky.**

16 44. On information and belief, Plaintiffs allege that starting in or about September 2015,
17 that Super Lucky was in the process of converting all of the investors and note holders into equity.

18 45. On September 4, 2015, Talarico offered to convert Plaintiffs' Securities to equity.

19 46. On October 7, 2015, Talarico sent an email to Plaintiffs offering to convert Plaintiffs'
20 Securities to shares of stock.

21 47. On October 19, 2015, Talarico sent another email to Vigdor saying in part: "I'll be
22 circulating Consent & Election docs to convert to stock later this week. Thanks."

23 48. On November 10, 2015, Talarico sent an email to Vigdor titled "Super Lucky Casino
24 – conversion of debt to equity – Vigdor" offering to convert Plaintiffs and all Defendants into
25 common stock, stating in part: "Attached, you'll find a Waiver, Consent & Election agreement to
26 convert to equity or take repayment. The Shareholder Agreement is also attached. Please read them
27 carefully and consult with your counsel if you wish."

1 49. On November 16, 2015, Talarico emailed all investors offering instead to convert all
2 investors including Plaintiffs to Preferred Stock:

3 “Hi all.

4 As you know, we recently sent you all a conversion offer to convert your
5 debt notes into equity. A few of you felt that you should convert to
6 preferred, not to common. When we wrote the docs, we didn’t feel that was
7 a necessary addition considering the direction we’re going and what our
8 most likely outcomes will be.

9 That said, we appreciate how supportive of the company many of you have
10 been and we want to support your needs as well, so we’re creating a Series
11 Seed and creating a preferred share class. We’ll be changing the paperwork
12 to reflect this change.

13 **WHAT DOES THIS MEAN FOR YOU?**

14 1. [I]f you signed the conversion docs already, apologies, but you’ll have to
15 do it again
16 2. [I]f you haven’t signed the docs, I canceled them as of Saturday morning

17 You’ll be getting new election paperwork + shareholder agreement to
18 review and sign soon.

19 Please let me know if you have questions.

20 Thanks.”

21 50. On November 23, 2015, the Board of Directors of Super Lucky unanimously
22 consented to convert *all* Securities into shares of stock of Super Lucky. In other words, Plaintiffs
23 were in the process of being converted like all of the other investors until Defendants undertook to
24 act as described below, engaging in actions that Defendants did not have to engage in, but voluntarily,
25 knowingly and intentionally elected to engage in to further their own personal and economic interests.

26 **D. Defendants Wrongfully and Improperly Modified Plaintiffs’ Securities Without
27 Plaintiffs’ Knowledge or Consent to Induce Super Lucky to Invalidly Kick
28 Plaintiffs Out of Super Lucky for Defendants’ Personal Gain.**

29 51. Although Super Lucky’s communications, Board Resolution, and intent made clear
30 that Super Lucky was preparing to convert Plaintiffs’ Securities into shares of stock, Defendants
31 interfered to prevent that from happening. Specifically, Defendants worked hand in hand with Super

1 Lucky from on or about October 2015 through about July 2016 to eliminate Plaintiffs from Super
 2 Lucky and eradicate Plaintiffs' conversion rights. Secretly and without Plaintiffs' knowledge or
 3 consent, Defendants, a majority of investors with the right to vote under the NPA and misusing the
 4 terms of the NPA which governed all of their Securities, invalidly voted to modify Plaintiffs'
 5 Securities to give Super Lucky the purported indefinite and unlimited option to pay off Plaintiffs'
 6 Securities at any time, contrary to the terms of Plaintiffs' NPA and Securities, without notice to or
 7 consent of Plaintiffs.

8 52. During this time, Plaintiffs, unaware of Defendants' actions, sent multiple emails to
 9 Talarico and Terrill asking for an update on the status of the conversion of their Securities. Super
 10 Lucky ignored Plaintiffs' emails. Plaintiffs did not understand why at the time, but Super Lucky's
 11 email history during this period explains why: Defendants were diligently working with Super Lucky
 12 to collect enough votes to try to eliminate Plaintiffs' ability to convert their Securities into equity.

13 53. Defendants engaged in the actions alleged herein above for their own personal gain to
 14 cause their own equity interests to accrete in value, to avoid dilution of their equity interest promised
 15 by Super Lucky, and/or to curry favor with Super Lucky's founders with the hope that Super Lucky
 16 would voluntarily convert them to preferred shares of stock despite that the terms of the NPA only
 17 refer to Common Stock and to protect their own interests of avoiding Super Lucky and its founders
 18 from attempting to kick them out of the Company as well.

19 54. Once a majority of the investors, i.e., Defendants herein, secretly and invalidly voted
 20 to modify Plaintiffs' Securities without Plaintiffs' or Super Lucky's written consent, or compliance
 21 with Sections 7.8 and 7.9 of the NPA, Super Lucky sent each Plaintiff a check for \$130,149.27.
 22 Plaintiffs never cashed the checks.

23 55. In early 2017, Super Lucky converted Defendants to preferred shares of stock in Super
 24 Lucky. Plaintiffs' Securities were not converted.

25 56. Plaintiffs are informed and believe that Super Lucky is now valued in excess of \$100
 26 million. Plaintiffs' shares of that equity, had they been converted to equity like all the other investors
 27 rather than being treated disproportionately different from all of the other investors because of the
 28 secret and invalid modification by the Defendants, would be valued at more than \$4 million and

1 Plaintiffs would have received and would be receiving dividends.

2 57. Defendants knew that the terms of the NPA prohibited them from taking any action to
 3 modify or amend Plaintiffs' Securities without Plaintiffs' knowledge and written consent and Super
 4 Lucky's written consent. And Defendants knew that Super Lucky was trying to breach their
 5 agreements with Plaintiffs, including without limitation, modifying Section 1 and page 1 of the
 6 Securities and Sections 7.8 and 7.9 of the NPA. And Defendants knew Super Lucky was trying to
 7 kick Plaintiffs out of the company, but needed Defendants' help to do so.

8 58. Sections 7.8 and 7.9 of the NPA were in all of Defendants' NPAs. Their NPAs were
 9 the same as the NPA that Plaintiffs were bound by. Defendants understood that the NPA bound
 10 Plaintiffs and Defendants together, and that they each had the potential to vote to impact each other's
 11 rights, including Plaintiffs'. As a result, Defendants were obligated to know and understand the
 12 provisions of section 7.8 and 7.9 of the NPA. And they had a duty to act fairly and equitably towards
 13 Plaintiffs and other investors. But instead, Defendants chose to put their own interests first at the
 14 expense and detriment of others, Plaintiffs herein.

15 59. Defendants knew Super Lucky had no right to modify Plaintiffs' Securities because
 16 of the express provisions of Section 7.8, which has three requirements before any modification: (a)
 17 written consent of Super Lucky; (b) written consent of the majority investors; and (c) written consent
 18 of those investors who would be disproportionately affected by the modification. Three requirements
 19 were necessary before modification and Defendants knew they did not satisfy all of the requirements
 20 of Section 7.8, but they still undertook a secret vote to amend (purportedly) Plaintiffs' Securities and
 21 NPA without Plaintiffs' knowledge or written consent anyway.

22 60. Defendants knew that Super Lucky wanted to get out of its contractual obligations
 23 with Plaintiffs and the only way Super Lucky could do that was through the help of Defendants.
 24 Super Lucky informed Defendants that it wanted to kick Plaintiffs out of Super Lucky. Defendants
 25 had a duty and obligation to investigate Super Lucky's reasons for trying to kick Plaintiffs out of
 26 Super Lucky. Had they done so, Defendants would have learned the truth that Plaintiffs did nothing
 27 to deserve Super Lucky's wrongful treatment. Defendants did not have to, and were not required to
 28 execute any documents or consent to modify Plaintiffs' Securities and NPA. Instead, Defendants to

1 do so voluntarily; Defendants decided to further their own personal and economic interests by
 2 knowingly and intentionally helping Super Lucky invalidly try to amend its agreement with Plaintiffs
 3 when Plaintiffs had no justifiable reason to do so. Simply put, Defendants had no cause, reason, or
 4 purpose to secretly and invalidly vote or act in the way that they did to interfere with Plaintiffs'
 5 contracts with Super Lucky other than to benefit themselves only.

6 61. Defendants' wrongful conduct prevented Super Lucky from performing its obligations
 7 in the contract it had with Plaintiffs, which required Super Lucky to first obtain written consent of
 8 Plaintiffs before repaying Plaintiffs' initial investment in Super Lucky instead of converting
 9 Plaintiffs' Securities into shares of stock. Such conduct by Defendants interfered with Plaintiffs'
 10 contractual relations with Super Lucky and deprived them of their stock conversion worth millions
 11 as well as dividends of Super Lucky.

12 62. Defendants' wrongful conduct also disrupted the existing and prospective economic
 13 relationship between Plaintiffs and Super Lucky.

14 63. But for Defendants' invalid secret votes and collective actions, Super Lucky would
 15 not have sent the checks to Plaintiffs and Plaintiffs would have already been converted into shares of
 16 stock. Enabled by the invalid consent and modification votes by Defendants, Super Lucky breached
 17 or attempted to breach its contract with Plaintiffs, sending Plaintiffs checks instead of converting
 18 Plaintiffs' Securities to preferred shares of stock, saving Super Lucky's founders millions of dollars
 19 and causing Defendants' equity to accrete in value and/or allow Plaintiffs to avoid dilution of same.

20 64. Defendants knew that Plaintiffs had valid contracts with Super Lucky. Defendants
 21 were not a party to the NPA and Securities between Plaintiffs and Super Lucky. By signing the
 22 invalid consent forms in an attempt to modify Plaintiffs' Securities, Defendants caused Super Lucky
 23 to act, to breach its contract with Plaintiffs, and Defendants disrupted Plaintiffs' rights under their
 24 contracts with Super Lucky. This conduct by Defendants completely gutted the very purpose of
 25 Plaintiffs' initial investments in Super Lucky, which all Defendants benefited from as Plaintiffs'
 26 initial investments helped Super Lucky to grow from a start-up company to a company valued in
 27 excess of \$100 million.

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1 65. Defendants knew or should have known that Plaintiffs had an economic relationship
 2 with Super Lucky given that Plaintiffs were one of the earliest and largest investors in Super Lucky.
 3 As an early investor, Plaintiffs took a greater risk investing in Super Lucky, which inured to the
 4 benefit of all Defendants. Defendants' conduct in secretly and invalidly voting to modify Plaintiffs'
 5 Securities to purportedly allow repayment by Super Lucky at any time instead of allowing Plaintiffs
 6 the option to convert into shares of equity of Super Lucky was a substantial factor in causing Plaintiffs
 7 to lose out on any chance to reap great profit from their initial investments to be converted into
 8 preferred shares of stock and to receive dividends. Based on information and belief, Plaintiffs believe
 9 that their right to convert to equity under the Securities would have given them millions of dollars'
 10 worth of shares in Super Lucky.

11 66. Defendants also failed to act with reasonable care given that they knew Plaintiffs
 12 expected and desired to convert their Securities into shares of equity of Super Lucky. Further,
 13 Defendants failed to act with reasonable care by not obtaining Plaintiffs' consent to do what they did.

14 67. Defendants owed a fiduciary duty to Plaintiffs. From the start, Defendants along with
 15 Plaintiffs joined forces by combining their initial investments of capital into Super Lucky to carry out
 16 a single mission: help Super Lucky grow and flourish so that Defendants and Plaintiffs could convert
 17 their Securities into shares of equity of Super Lucky and all make substantial profits. That was the
 18 intent of all investors. Defendants and Plaintiffs had a joint interest, joint purpose, and jointly
 19 invested together in Super Lucky pursuant to the same NPA, and understood that they would share
 20 in the profits, losses, and dividends upon conversion and reap the benefits of same. Defendants and
 21 Plaintiffs shared a fiduciary relationship with each other whereby they understood that their role as
 22 investors in Super Lucky and the actions they took in such capacity directly affected each other as
 23 investors in Super Lucky, tied together by the NPA.

24 68. Defendants breached this fiduciary duty when they secretly and invalidly voted to
 25 modify Plaintiffs' Securities and NPA in an attempt to strip Plaintiffs of the ability to convert their
 26 Securities into shares of stock.

27 69. Plaintiffs are informed and believe, and based thereon allege, that the Defendants
 28 engaged in the above-described conduct to undermine, diminish, or extinguish the value of Plaintiffs'

1 Securities and/or deceive Plaintiffs with respect to their rights, duties, and obligations under the
2 Securities and NPA contracts, all for their own personal gain, by conspiring with Super Lucky and
3 each other to secretly eliminate Plaintiffs' ownership stake in Super Lucky, although ultimately,
4 Plaintiffs contend these actions were invalid and ineffective to accomplish this improper purpose.

5 **FIRST CAUSE OF ACTION**

6 **(Intentional Interference with Contractual Relations)**

7 **(By Plaintiffs Against Defendants)**

8 70. Plaintiffs hereby reallege and incorporate by reference each and every allegation
9 contained in paragraphs 1 through 65 of the Complaint with the same force and effect as if fully set
10 forth at length herein.

11 71. Plaintiffs and Super Lucky entered into the NPA and Securities attached hereto as
12 Exhibits A, B and C.

13 72. Defendants knew of the contracts between Plaintiffs and Super Lucky.

14 73. Defendants were not parties to the contracts between Plaintiffs and Super Lucky.

15 74. Defendants intentionally interfered with the contracts between Plaintiffs and Super
16 Lucky by secretly and invalidly voting to modify these contracts to allow (purportedly) Super Lucky
17 to repay Plaintiffs' initial investments in Super Lucky at any time without Plaintiffs' consent rather
18 than as specified in the contracts.

19 75. Defendants intended to disrupt Super Lucky's performance of its obligations under its
20 contract with Plaintiffs or knew that disruption of Super Lucky's performance under its contract with
21 Plaintiffs was certain or substantially certain to occur.

22 76. Plaintiffs were severely harmed by Defendants' conduct because they were unable to
23 convert their Securities into preferred shares of stock in Super Lucky, which would be valued in the
24 millions of dollars, and have further been deprived of resulting dividends.

25 77. Defendants' conduct was a substantial factor in causing Plaintiffs' harm.

26 78. Plaintiffs are informed and believe, and thereupon allege that as a direct, foreseeable,
27 proximate and inevitable result of Defendants' conduct, Plaintiffs have sustained and will continue
28 to sustain injury and damages in an amount in excess of this Courts' minimum jurisdiction.

79. Plaintiffs seek punitive damages against Defendants for Defendants' willful and wanton behavior in secretly conspiring and invalidly voting to purportedly eliminate Plaintiffs' investment in Super Lucky. As alleged above, Defendants' conduct was malicious, oppressive, and willful, and Plaintiffs are entitled to punitive damages.

SECOND CAUSE OF ACTION

(Intentional Interference with Prospective Economic Advantage)

(By Plaintiffs Against Defendants)

80. Plaintiffs hereby reallege and incorporate by reference each and every allegation contained in paragraphs 1 through 75 of the Complaint with the same force and effect as if fully set forth at length herein.

81. Plaintiffs and Super Lucky were in an economic relationship that would have resulted in an economic benefit to Plaintiffs. Plaintiffs and Super Lucky entered into the NPA and Securities attached hereto as Exhibits A, B and C, whereby Plaintiffs invested money into Super Lucky in exchange for Securities that would convert to shares of stock in Super Lucky.

82. Defendants knew or should have known of this economic relationship between Plaintiffs and Super Lucky.

83. Defendants engaged in wrongful conduct by breaching their fiduciary duty which they owed to Plaintiffs as fellow and joint investors in Super Lucky and/or interfering with Plaintiffs contracts with Super Lucky.

84. By engaging in this wrongful conduct and breaching their fiduciary duty to Plaintiffs, Defendants intended to disrupt the economic relationship between Plaintiffs and Super Lucky and/or knew that disruption of the economic relationship was certain or substantially certain to occur.

85. Plaintiffs are informed and believe, and thereupon allege that as a direct, foreseeable, proximate and inevitable result of Defendants' conduct, Plaintiffs have sustained and will continue to sustain injury and damages in an amount in excess of this Courts' minimum jurisdiction.

86. Plaintiffs seek punitive damages against Defendants for Defendants' willful and wanton behavior in secretly conspiring and invalidly voting to purportedly eliminate Plaintiffs'

1 investment in Super Lucky. As alleged above, Defendants' conduct was malicious, oppressive, and
2 willful, and Plaintiffs are entitled to punitive damages.

3 **THIRD CAUSE OF ACTION**

4 **(Negligent Interference with Prospective Economic Advantage)**

5 **(By Plaintiffs Against All Defendants)**

6 87. Plaintiffs hereby reallege and incorporate by reference each and every allegation
7 contained in paragraphs 1 through 82 of the Complaint with the same force and effect as if fully set
8 forth at length herein.

9 88. Plaintiffs and Super Lucky were in an economic relationship that would have resulted
10 in an economic benefit to Plaintiffs. Plaintiffs and Super Lucky entered into the NPA and Securities
11 attached hereto as Exhibits A, B and C, whereby Plaintiffs invested money into Super Lucky in
12 exchange for Securities that would convert to shares of stock in Super Lucky.

13 89. Defendants knew or should have known of this economic relationship between
14 Plaintiffs and Super Lucky.

15 90. Defendants knew or should have known that this economic relationship would be
16 disrupted if they failed to act with reasonable care.

17 91. Defendants failed to act with reasonable care.

18 92. Defendants engaged in wrongful conduct by breaching their fiduciary duty which they
19 owed to Plaintiffs as fellow and joint investors in Super Lucky and/or interfering with Plaintiffs'
20 contracts with Super Lucky.

21 93. By engaging in this wrongful conduct, breaching their fiduciary duty to Plaintiffs,
22 and/or interfering with Plaintiffs' contracts with Super Lucky, Defendants disrupted the economic
23 relationship between Plaintiffs and Super Lucky.

24 94. Plaintiffs were severely harmed as a result of Defendants' wrongful conduct.

25 95. Defendants' wrongful conduct was a substantial factor in causing Plaintiffs' harm.

26 96. Plaintiffs are informed and believe, and thereupon allege that as a direct, foreseeable,
27 proximate and inevitable result of Defendants' conduct, Plaintiffs have sustained and will continue
28 to sustain injury and damages in an amount in excess of this Courts' minimum jurisdiction.

97. Plaintiffs seek punitive damages against Defendants for Defendants' willful and wanton behavior in secretly conspiring and invalidly voting to purportedly eliminate Plaintiffs' investment in Super Lucky. As alleged above, Defendants' conduct was malicious, oppressive, and willful, and Plaintiffs are entitled to punitive damages.

FOURTH CAUSE OF ACTION

(Breach of Fiduciary Duty)

(By Plaintiffs Against Defendants)

98. Plaintiffs hereby reallege and incorporate by reference each and every allegation contained in paragraphs 1 through 93 of the Complaint with the same force and effect as if fully set forth at length herein.

99. Plaintiffs and Defendants joined forces by combining their initial investments of capital to Super Lucky to carry out a single mission: help Super Lucky continue to grow and flourish so that Defendants and Plaintiffs could convert their Securities into shares of equity of Super Lucky, and each of them together could make significant profits. Defendants and Plaintiffs had a joint interest in Super Lucky and understood that through their respective investments in Super Lucky, they would share in the profits, losses, dividends, and equity of Super Lucky.

100. Defendants owed Plaintiffs a fiduciary duty: (a) given their respective roles as joint investors in Super Lucky; and (b) given that all of the Securities were governed by the same NPA and the NPA included voting rights whereby the majority of investors could not act in a manner that benefited only the majority investors and in detriment to the minority investors. Plaintiffs herein,

101. Defendants breached this fiduciary duty when they formed a voting block of majority investors and banded together to attempt to modify Plaintiffs' Securities in an effort to eliminate Plaintiffs' ability to convert their Securities into shares of stock in Super Lucky to enhance the value of their own equity in Super Lucky and to prevent dilution of same.

102. Plaintiffs were severely harmed by Defendants' breach of their fiduciary duty because Plaintiffs were unable to convert their Securities into preferred shares of stock in Super Lucky, which would be valued in the millions of dollars and which would have entitled them to dividends.

103. Plaintiffs are informed and believe, and thereupon allege that as a direct, foreseeable,
2 proximate and inevitable result of Defendants' conduct, Plaintiffs have sustained and will continue
3 to sustain injury and damages in an amount in excess of this Courts' minimum jurisdiction.

104. Plaintiffs seek punitive damages against Defendants for Defendants' willful and
5 wanton behavior in secretly conspiring and invalidly voting to purportedly eliminate Plaintiffs'
6 investment in Super Lucky. As alleged above, Defendants' conduct was malicious, oppressive, and
7 willful, and Plaintiffs are entitled to punitive damages.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiffs, on behalf of themselves respectfully pray for relief against
10 Defendants as follows:

- 11 1. Award compensatory damages to Plaintiffs in an amount to be ascertained at trial;
- 12 2. Award Plaintiffs pre-judgment and post-judgment interest to the extent allowable;
- 13 3. Award Plaintiffs punitive damages against Defendants for Defendants' willful,
14 malicious, and wanton behavior; and
- 15 4. Award such other and further relief that the Court may deem just and proper.

16 **DEMAND FOR JURY TRIAL**

17 Plaintiffs hereby request a jury trial on all issues so triable.

18
19 Dated: July 27, 2018

MICHELMAN & ROBINSON LLP

20
21 By /s/ Marc R. Jacobs.
22 Sanford L. Michelman
23 Marc R. Jacobs
Robert Estrin
24 *Attorneys for Plaintiffs*